

# Content Upload Terms of Use.

English ▼

Luvonpurpose, Inc. (“Luvonpurpose”) provides social content management services (the “Services”) for brands (“Brands”) subject to the following Terms of Use (“TOU”, “Terms of Use” or “Terms”). Luvonpurpose reserves the right to alter these Terms of Use without advance notice by posting a revised Terms of Use. Accordingly, you should review the Terms of Use each time you access the Luvonpurpose website available at Luvonpurpose.com (the “Site”) or use the Services, to stay informed of any changes to the Terms of Use. Any access or use of the Site or Services by you after such notice shall be deemed to constitute acceptance by you of such changes, modifications or additions.

## 1. USE OF THE SERVICES

These TOU apply to all of the Luvonpurpose Site and Services, unless otherwise provided. In addition, when using Services provided by Luvonpurpose to a Brand, you may be subject to additional terms of use, agreements, guidelines or rules provided by the Brand applicable to such Services. Subject to these Terms, Luvonpurpose grants you a limited license to use the Luvonpurpose Services in accordance with these Terms and any terms of service, instructions and guidelines posted by Brands with whom you interact. Luvonpurpose reserves the right to terminate your license to use the Site and Services at any time and for any reason. Luvonpurpose may change, suspend or discontinue your use of the Site and Services for any reason at any time, including discontinuing the availability of any feature, database or content.

You are solely responsible for your use of the Services. You certify to Luvonpurpose that you are at least 18 years of age. You also certify that you are legally permitted to use the Services and access the Site.

Luvonpurpose facilitates the direct upload of user photos, text, graphics, audio, video, location information and comments (“User Content” or “User Generated Content”) to websites and other digital properties operated by Brands, for use by the Brands in marketing, promotional, advertising and other customer engagement channels, as well as the collection of User Content from social media sites on behalf of Brands. Brand properties and the content residing thereon, and Brand business practices and privacy policies are not under Luvonpurpose’s control, and Luvonpurpose is not responsible for and makes no claims regarding the accuracy or legality of any User Content, Brand Content or anything therein. The inclusion of User Content on the Site or Services does not imply Luvonpurpose’s endorsement of or any affiliation with you, the User Content, or any Brand featured in such User Content.

## 2. USER CONTENT

By uploading User Content to this Site or by accepting these TOU in connection with otherwise making User Content available to Luvonpurpose, you grant to the Brand, its third-party service providers who provide content management services including Luvonpurpose, and its retail partners (collectively, the “Licensed Parties”) the worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable right to use your User Content in any manner to be determined in the Licensed Parties’ sole discretion, including but not limited to on its webpages, social media pages operated by the Licensed Parties, promotional e-mails and advertisements, and in other marketing, promotional and advertising initiatives, in any media now or hereafter known. The Licensed Parties may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your User Content in any manner in their sole discretion, with no obligation to you whatsoever. You grant the Licensed Parties the right to use your username, real name, image, likeness, caption, location or other identifying information in connection with any use of your User Content.

You hereby represent and warrant that (i) you own all rights in and to your User Content, or, if the User Content is subject to third party proprietary rights, including, for example, material protected by copyright, trademark, patent or trade secret law or other proprietary rights laws, you have all necessary licenses, rights, consents, and permissions to publish the User Content you submit and to grant the rights granted herein, including permission from all person(s) appearing in your User Content; (ii) you are not a minor, (iii) you are legally entitled to post the User Content, , and (iv) the User Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive and the Licensed Parties’ use of your User Content as described herein will not violate any other law. You hereby release, discharge and agree to hold the Licensed Parties, and any person acting on their behalf, harmless from any liability related in any way to the Licensed Parties’ use of your User Content.

The Licensed Parties reserve the right to remove any User Content from the Site, the Brand properties and the Services at any time, for any reason. If you believe User Content residing on the Site or the Services infringes a copyright, please refer to our Copyright Policy below.

### **3. PRIVACY**

By agreeing to these TOU you are consenting to femafriC’s collection and processing of your personal data as described in the femafriC Privacy Policy: <http://Luvonpurpose.com/privacy-policy/>.

### **4. INTELLECTUAL PROPERTY RIGHTS**

The Luvonpurpose Site and Services contain proprietary information owned by Luvonpurpose, including, but not limited to, text, software, photos, video, graphics and the entire contents of the Luvonpurpose Site and Services, protected by copyright, trademark and other intellectual property laws. The Licensed Parties’ properties contain proprietary information owned by or licensed to the Brand or its retail partner, and protected by copyright, trademark and other intellectual property laws. You acknowledge and agree that you do not acquire any ownership or other rights in proprietary information and materials of Luvonpurpose and the Licensed Parties by using the Luvonpurpose Site or Services.

### **5. COPYRIGHT POLICY**

If you believe that your work has been copied in a way that constitutes copyright infringement, you may provide us with written notification of your claim in accordance with the requirements of the U.S. Digital Millennium Copyright Act of 1998 (“DMCA”) summarized below.

If you believe that any User Content or other material residing on or accessible through the Site or Services infringes a copyright, please send a written notification of copyright infringement by regular mail (not e-mail) to the following “Designated Agent” for purposes of receiving notice under the DMCA relating to the Site and Services:

Luvonpurpose Inc.  
212 Hirst Ave  
Lansdowne, PA 19050  
(610) 931-4708

To be effective, the written notification must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single website are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit Luvonpurpose to locate the material;
- Information reasonably sufficient to permit Luvonpurpose to contact the complaining party, such as an address, telephone number and if available an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Once proper infringement notification is received by the Designated Agent, it is Luvonpurpose’s policy to: (a) remove or disable access to the infringing material; (b) notify the provider of the material or user that it has removed or disabled access to such material; and (c) terminate repeat infringers’ access to the Site and Services.

A person who receives a notification of alleged copyright infringement, and believes that the claim is erroneous, may submit a counter notification to Luvonpurpose’s Designated Agent within thirty (30) days of the date the material was removed from the site. To be effective, a counter notification must be a written communication that includes substantially the following:

- A physical or electronic signature of the person submitting the counter notification;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

- A statement under penalty of perjury that the person submitting the counter notification has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- The name, address and telephone number of the person submitting the counter notification and a statement that such person consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if such person's address is outside of the United States, for any judicial district in which Luvonpurpose may be found, and that such person shall accept service of process from the person who provided the infringement notification or from their agent.

Upon receipt of a counter notification, containing the information as outlined above, Luvonpurpose shall promptly provide the complaining party with a copy of such counter notification and shall inform the complaining party that it will replace the removed material or cease disabling access to it. Luvonpurpose shall replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the counter notification, provided Luvonpurpose's Designated Agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity on the Luvonpurpose Site or Services.

## **6. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL LUVONPURPOSE, ITS AFFILIATED COMPANIES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE LUVONPURPOSE SITE OR SERVICES, BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE LUVONPURPOSE SITE OR SERVICES. YOU HEREBY ASSUME ALL RISK FOR ANY DAMAGES, CLAIMS OR INJURIES AND HEREBY ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CONTENT ON THE LUVONPURPOSE SITE AND SERVICES. IN ADDITION, NEITHER LUVONPURPOSE NOR ITS AFFILIATED COMPANIES SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, OR INAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE LUVONPURPOSE SITE OR SERVICES; OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU; OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD PARTY CLAIMS OR LOSSES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **7. DISCLAIMERS**

THE LUVONPURPOSE SITE AND SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION,

RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE.

IN PARTICULAR, LUVONPURPOSE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTY TO YOU THAT: (A) YOUR USE OF THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS; (B) YOUR USE OF THE SITE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SITE OR SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SITE OR SERVICES WILL BE CORRECTED.

#### **8. INDEMNITY**

You agree to defend, indemnify and hold harmless Luvonpurpose, its affiliates and their respective directors, officers, employees and agents, from and against all claims and expenses (including attorneys' fees) arising out of or connected to the use of the Luvonpurpose Site or Services, by you or any other person using an account of yours. Luvonpurpose reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide Luvonpurpose with such cooperation as is reasonably requested by Luvonpurpose.

#### **9. TERMINATION**

You agree that Luvonpurpose, in its sole discretion, may terminate your use of the Luvonpurpose Site or Services. You agree that any termination of your access to the Site or Services under any provision of these Terms of Use may be effected without prior notice, and acknowledge and agree that Luvonpurpose may immediately remove all related information and files associated with your use of the Site or Services. All provisions of these Terms which by their nature should survive termination shall survive termination; including, but not limited to, intellectual property rights, limitation of liability, disclaimer of warranty and indemnification.

#### **10. MISCELLANEOUS**

These Terms of Use, the Luvonpurpose Privacy Policy and any operating rules for the Site or Services constitute the entire agreement between Luvonpurpose and you with respect to the subject matter hereof; and supersede all previous written or oral agreements between the parties with respect to the subject matter hereof.

These Terms of Use are personal to you and may not be assigned or transferred by you for any reason whatsoever without Luvonpurpose's prior written consent; and any action or conduct in violation of the foregoing shall be void and without effect. Luvonpurpose expressly reserves the right to transfer, assign or delegate these Terms of Use and any of its rights or obligations hereunder without consent.

You agree that if Luvonpurpose does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which Luvonpurpose has the benefit of under any applicable law), this will not be taken to be a formal waiver of Luvonpurpose's rights and that those rights or remedies will still be available to Luvonpurpose.

The Terms of Use, and your relationship with Luvonpurpose, shall be governed by the laws of the State of New York, USA without regard to its conflict of laws rules. If you access the Site or Services from any location other than the United States, you accept full responsibility for compliance with all local laws. You and Luvonpurpose agree to submit to the exclusive jurisdiction of the courts located within Pennsylvania, USA to resolve any legal matter arising from the Terms of Use and your relationship with Luvonpurpose. Notwithstanding this, you agree that Luvonpurpose shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use are invalid, then that provision will be removed without affecting the rest of the Terms of Use. The remaining provisions of these Terms of Use will continue to be valid and enforceable.

Any notices required or permitted by these Terms must be in writing and in English and shall be deemed effective upon receipt when sent by confirmed e-mail to [info@Luvonpurpose.com](mailto:info@Luvonpurpose.com) or when delivered in person by a nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid to:

Luvonpurpose LLC.  
Attn: Legal Department  
212 Hirst Ave  
Lansdowne, PA 19050

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